

24 Sep 01

All Potential Offerors:

This solicitation is available for on-line and download.

If you choose to offer on this solicitation, the electronic file for past performance required for your offer will be emailed to you upon request. Please contact all of the following individuals, via email, for copies of those files:

smovercash@us.med.navy.mil.
kerobinson@us.med.navy.mil
wgraybill@us.med.navy.mil

The Government prefers requests for this file via email but will honor telefax or written requests. The offeror is ultimately responsible for the accuracy of an email address. Please include your company's complete business name, address, point of contact and telephone number within your email so that you may be contacted if a transmission problem occurs. One email request will be honored per requesting organization.

If you have not received this file within 72 hours of your email request (weekends included), contact one of the individuals listed.

Once this file is sent to you, you must provide a response to the Government's email, within 48 hours (weekends included) via email only stating that you have successfully RECEIVED AND REVIEWED the file and that it is readable and usable. Your lack of an email response or your failure to categorically state, "I/We have received and reviewed the electronic file and it is readable and usable" may preclude your receipt of subsequent copies of amendments to the solicitation. These amendments, if issued, may cause your proposal content to change, may clarify solicitation language and/or may accelerate or delay required submission dates.

Once you have acknowledged receipt of the electronic file, any/all amendments to the solicitation will also be emailed to you.

Changes to email addresses should be sent to the email addresses above. However, do not send offeror's questions regarding the language, Government's intent, or clarification to the email address above. This address is a clearinghouse for sending electronic file only and **will not** respond to offeror's questions. Offeror's questions should be addressed to the individual listed in the on-line solicitation, in Section L, paragraph titled "Technical Questions."

/signed/

SHIRLEY M. OVERCASH
Contracting Officer

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NO. N62645-01-R-0016		2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px;"></td> <td>A. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>B. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>C. NEGOTIATED (RFQ)</td> </tr> </table>			A. SEALED BID	X	B. NEGOTIATED (RFP)		C. NEGOTIATED (RFQ)												
	A. SEALED BID																						
X	B. NEGOTIATED (RFP)																						
	C. NEGOTIATED (RFQ)																						
INSTRUCTIONS																							
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>YOU ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NON-SEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE TO AGREE TO THE CERTIFICATION WILL RENDER YOUR REPLY NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING \$25,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.</p> <p>"FILL-INS" ARE PROVIDED ON THE FACE AND REVERSE OF STANDARD FORM 18 AND PARTS I AND IV OF STANDARD FORM 33, OR OTHER SOLICITATION DOCUMENTS AND SECTIONS OF TABLE OF CONTENTS IN THIS SOLICITATION AND SHOULD BE EXAMINED FOR APPLICABILITY.</p> <p>SEE THE PROVISION OF THIS SOLICITATION ENTITLED EITHER "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS" OR "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS."</p> <p>WHEN SUBMITTING YOUR REPLY, THE ENVELOPE USED MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.</p> <p>IF NO RESPONSE IS TO BE SUBMITTED, DETACH THIS SHEET FROM THE SOLICITATION, COMPLETE THE INFORMATION REQUESTED ON REVERSE, FOLD, AFFIX POSTAGE, AND MAIL. NO ENVELOPE IS NECESSARY.</p> <p>REPLIES MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.</p>																							
3. ISSUING OFFICE (Complete mailing address, including zip code) NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02 FORT DETRICK MD 21702-9203																							
4. ITEMS TO BE PURCHASED (Brief description) MRI Technician services for the Naval Medical Center, San Diego, CA.																							
5. PROCUREMENT INFORMATION (X and complete as applicable)																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px;"></td> <td colspan="5">A. THIS PROCUREMENT IS UNRESTRICTED</td> </tr> <tr> <td style="text-align: center;">X</td> <td colspan="5">B. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).</td> </tr> <tr> <td style="text-align: center;">X</td> <td style="width: 20%;">(1) SMALL BUSINESS</td> <td style="width: 20%;"></td> <td style="width: 20%;">(2) LABOR SURPLUS AREA CONCERNS</td> <td style="width: 20%;"></td> <td style="width: 20%;">(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS</td> </tr> </table>							A. THIS PROCUREMENT IS UNRESTRICTED					X	B. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).					X	(1) SMALL BUSINESS		(2) LABOR SURPLUS AREA CONCERNS		(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS
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X	(1) SMALL BUSINESS		(2) LABOR SURPLUS AREA CONCERNS		(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS																		
6. ADDITIONAL INFORMATION <p>Offerors must propose prices for all 4 CLINS/SLINS.</p> <p>NOTE: Before submitting a proposal in response to this solicitation, a prospective offeror is encouraged to investigate the potential tax consequences should they elect to perform the resulting contract by using subcontractors in lieu of individuals carried on their payrolls. Under this RFP, the Navy does not dictate whether the individual health care workers provided would be classified by the successful offeror as "independent contractor" or employees" for federal tax purposes. This determination shall be made solely by the offeror. If subsequent to award, the successful offeror determination is challenged, this shall be a matter to be resolved between the offeror and the Internal Revenue Service (IRS). The Navy will not consider favorably any request for equitable adjustment to the contract based upon the successful offeror's receipt of an adverse by the IRS.</p> <p>NOTE: See Section L for submission of proposals.</p> <p>Offeror's proposal shall be valid for 120 days.</p>																							
7. POINT OF CONTACT FOR INFORMATION																							
A. NAME (Last, First, Middle Initial) SHIRLEY M. OVERCASH			B. ADDRESS (Include Zip Code) NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02 FORT DETRICK MD 21702-9203																				
C. TELEPHONE NUMBER (Including Area Code and Extension) 301-619-2151																							

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	A. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	B. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	C. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	D. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	E. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
10. RESPONDING FIRM			
A. COMPANY NAME		B. ADDRESS (Include Zip Code)	
C. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, M.I.)		(2) TITLE	(3) SIGNATURE
			(4) DATE SIGNED (YYMMDD)
DD Form 1707 Reverse, MAR 90			
FOLD		FOLD	
FOLD			
FROM		AFFIX STAMP HERE	
SOLICITATION NUMBER N62645-01-R-0016		TO	
DATE (MMDDYY) LOCAL TIME Oct-31-2001 15:00:00			

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 92	
2. CONTRACT NO.		3. SOLICITATION NO. N62645-01-R-0016		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 24 Sep 2001	6. REQUISITION/PURCHASE NO. N0025902RCE0106	
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02 FORT DETRICK MD 21702-9203 TEL: 301-619-2061 FAX: 301-619-2925			CODE N62645	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>1681 Nelson Street</u> until <u>15 00</u> local time <u>31 Oct 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME SHIRLEY M. OVERCASH		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-2151		C. E-MAIL ADDRESS smovercash@us.med.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		2	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		22	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		27	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		29			
X	G	CONTRACT ADMINISTRATION DATA		32	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		33	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

1. The firm requirement is for 2 MRI Technologists (Contract Line Item Numbers (CLINS) 0001 through 0003) and On Call Services CLINS 0002 and 0004 who will provide services at the Naval Medical Center, San Diego, CA.
2. The unit price is stated in hours.
3. CLINS 0005 through 0007 are optional CLINS for two MRI Technologists to provide services and CLINS 0006 and 0008 are optional CLINS for On Call Services at the Naval Medical Center, San Diego, CA.
4. Offerors must provide pricing for all the Subline Items Numbers (SLINS) contained in CLINs 0001 through 0008.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FFP - The health care worker agrees to perform on behalf of the Government the duties of (1) full time MRI Technologist at the Naval Medical Center, San Diego, CA in accordance with Section C. PURCHASE REQUEST NUMBER N0025902RCE0106				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Base Period - San Diego MRI Technologist FFP - 01 Apr 02 - 30 Sep 02 PURCHASE REQUEST NUMBER N0025902RCE0106				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Option Period I - San Diego MRI Technologist FFP - 01 Oct 02 - 30 Sep 03 PURCHASE REQUEST NUMBER N0025902RCE0106				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		2,096.00	Hours		
	Option Period II - San Diego MRI Technologist				
	FFP - 01 Oct 03 - 30 Sep 04				
	PURCHASE REQUEST NUMBER N0025902RCE0106				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		2,088.00	Hours		
	Option Period III - San Diego MRI Technologist				
	FFP - 01 Oct 04 - 30 Sep 05				
	PURCHASE REQUEST NUMBER N0025902RCE0106				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		2,088.00	Hours		
	Option Period IV - San Diego MRI Technologist				
	FFP - 01 Oct 05 - 30 Sep 06				
	PURCHASE REQUEST NUMBER N0025902RCE0106				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Option Period V - San Diego MRI Technologist FFP - 01 Oct 06 - 31 Mar 07 PURCHASE REQUEST NUMBER N0025902RCE0106	1,052.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FFP - The health care worker shall provide on-call services in accordance with Section C, Paragraph 2.3.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Base Period FFP - 01 Apr 02 - 30 Sep 02 This CLIN shall not exceed 40 hours per year.	20.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Option Period I FFP - 01 Oct 02 - 30 Sep 03 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Option Period II FFP - 01 Oct 03 - 30 Sep 04 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	Option Period III FFP - 01 Oct 04 - 30 Sep 05 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	Option Period IV FFP - 01 Oct 05 - 30 Sep 06 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	Option Period V FFP - 01 Oct 06 - 31 Mar 07 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FFP - The health care worker agrees to perform on behalf of the Government the duties of (1) full time MRI Technologist at the Naval Medical Center, San Diego, CA in accordance with Section C.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		1,048.00	Hours		
	Base Period - San Diego MRI Technologist				
	FFP - 01 Apr 02 - 30 Sep 02				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		2,088.00	Hours		
	Option Period I - San Diego MRI Technologist				
	FFP - 01 Oct 02 - 30 Sep 03				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		2,096.00	Hours		
	Option Period II - San Diego MRI Technologist				
	FFP - 01 Oct 03 - 30 Sep 04				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Option Period III - San Diego MRI Technologist FFP - 01 Oct 04 - 30 Sep 05	2,088.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Option Period IV - San Diego MRI Technologist FFP - 01 Oct 05 - 30 Sep 06	2,088.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	Option Period V - San Diego MRI Technologist FFP - 01 Oct 06 - 31 Mar 07	1,052.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FFP - The health care worker shall provide on-call services in accordance with Section C, Paragraph 2.3.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Base Period FFP - 01 Apr 02 - 30 Sep 02 This CLIN shall not exceed 40 hours per year.	20.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Option Period I FFP - 01 Oct 02 - 30 Sep 03 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Option Period II FFP - 01 Oct 03 - 30 Sep 04 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Option Period III FFP - 01 Oct 04 - 30 Sep 05 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	Option Period IV FFP - 01 Oct 05 - 30 Sep 06 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Option Period V FFP - 01 Oct 06 - 31 Mar 07 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTIONAL CLIN FFP - The health care worker agrees to perform on behalf of the Government the duties of (1) full time MRI Technologist at the Naval Medical Center, San Diego, CA in accordance with Section C.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Base Period - San Diego MRI Technologist FFP - 01 Apr 02 - 30 Sep 02	1,048.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Option Period I- San Diego MRI Technologist FFP - 01 Oct 02 - 30 Sep 03	2,088.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Option Period II - San Diego MRI Technologist FFP - 01 Oct 03 - 30 Sep 04	2,096.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	Option Period III - San Diego MRI Technologist FFP - 01 Oct 04 - 30 Sep 05	2,088.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Option Period IV - San Diego MRI Technologist FFP - 01 Oct 05 - 30 Sep 06	2,088.00	Hours		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Option Period V - San Diego MRI Technologist FFP - 01 Oct 06 - 31 Mar 07	1,052.00	Hours		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	OPTIONAL CLIN FFP - The health care worker shall provide on-call services in accordance with Section C, Paragraph 2.3.				
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Base Period FFP - 01 Apr 02 - 30 Sep 02 This CLIN shall not exceed 40 hours per year.	20.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Option Period I FFP - 01 Oct 02 - 30 Sep 03 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	Option Period II FFP - 01 Oct 03 - 30 Sep 04 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	Option Period III FFP - 01 Oct 04 - 30 Sep 05 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AE	Option Period IV FFP - 01 Oct 05 - 30 Sep 06 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF	Option Period V FFP - 01 Oct 06 - 31 Mar 07 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OPTIONAL CLIN				
	FFP - The health care worker agrees to perform on behalf of the Government the duties of (1) full time MRI Technologist at the Naval Medical Center, San Diego, CA in accordance with Section C.				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		1,048.00	Hours		
	Base Period - San Diego MRI Technologist				
	FFP - 01 Apr 02 - 30 Sep 02				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		2,088.00	Hours		
	Option Period I- San Diego MRI Technologist				
	FFP - 01 Oct 02 - 30 Sep 03				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	Option Period II - San Diego MRI Technologist FFP - 01 Oct 03 - 30 Sep 04	2,096.00	Hours		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD	Option Period III - San Diego MRI Technologist FFP - 01 Oct 04 - 30 Sep 05	2,088.00	Hours		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AE	Option Period IV - San Diego MRI Technologist FFP - 01 Oct 05 - 30 Sep 06	2,088.00	Hours		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AF	Option Period V - San Diego MRI Technologist FFP - 01 Oct 06 - 31 Mar 07	1,052.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	OPTIONAL CLIN FFP - The health care worker shall provide on-call services in accordance with Section C, Paragraph 2.3.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Base Period FFP - 01 Apr 02 - 30 Sep 02 This CLIN shall not exceed 40 hours per year.	20.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	Option Period I FFP - 01 Oct 02 - 30 Sep 03 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	Option Period II FFP - 01 Oct 03 - 30 Sep 04 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AD	Option Period III FFP - 01 Oct 04 - 30 Sep 05 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AE	Option Period IV FFP - 01 Oct 05 - 30 Sep 06 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AF	Option Period V FFP - 01 Oct 06 - 31 Mar 07 This CLIN shall not exceed 40 hours per year.	40.00	Hours		

NET AMT

SECTION C Descriptions and Specifications

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NOTE 1: The use of "Commanding Officer" throughout this Section C means: Commander, Naval Medical Center (NMC), San Diego, CA or designated representative, e.g. Technical Liaison, Department Head.

NOTE 2: The term "contractor" shall mean the offeror identified in block 15A of Standard Form 33, and its health care workers who are providing services under this contract.

NOTE 3: The term "health care worker" refers to the individual providing services under this contract.

1. STATEMENT OF WORK

1.1. The contractor shall provide, in accordance with this statement of work, comprehensive MRI Technologist services in the Department of Radiology located at NMC, San Diego, CA.

1.2. During the term of this contract the contractor agrees to provide, on behalf of the Government, MRI Technology services, for treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

1.3. While on duty, the health care worker shall not advise, recommend or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when he or she is not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

1.4. The health care worker shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. The health care worker shall display an identification badge (furnished by the Government) on the right breast of his or her outer clothing, which includes the health care worker's full name and professional status.

1.5. The health care worker shall be physically capable of standing for extended periods of time and capable of normal ambulation.

1.6. The health care worker shall comply with Executive Order 12737, October 17, 1990, (55 Fed. Reg. 42547), "Principles of Ethical Conduct for Governments Officers and Employees", and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

1.7. Suits arising out of Medical Malpractice. The health care worker(s) is (are) serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. You are not required to maintain medical malpractice liability insurance

1.7.1. Health care workers providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

1.8. The health care worker shall read, write, speak and understand the English language fluently.

1.9. The health care worker IS NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. The health care worker shall make no use of Government facilities or property in connection with such other employment. (see Attachment 1 NAVMED P-117).

2. Duty Hours

2.1. Each health care worker shall provide 80 hours of services every two weeks. Services shall be provided for an 8.5 (to include .5 hours uncompensated for lunch) or 9 hour (to include 1 hour uncompensated for lunch) period between the hours of 0700 and 2400 for five consecutive days between **Sunday and Saturday**, throughout the term of the contract. Specific hours and days will be scheduled by the Commanding Officer or his designated representative. The health care worker shall arrive for each scheduled shift in a well rested condition and shall have had at least six hours of rest from all other medical duties.

2.2. When required, to ensure completion of services that extend beyond the normal close of business, the health care worker will remain on duty in excess of the scheduled shift. The health care worker will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the healthcare worker and the Commanding Officer or his designated representative.

2.3. ON-CALL SERVICES

2.3.1. On-call services shall be provided on a rotating basis with other staff MRI Technologists. It is anticipated that on-call services shall be required every 4 to 5 weeks for one week blocks from Friday PM 2300 hrs to the following Friday AM 0630. On-call coverage begins at the close of the workday Friday 2300 hrs until 0730 hrs on Saturday; then from 1600 hrs Saturday PM until 0730 hrs on Sunday, then from 1600 hrs PM until 0630 AM on Monday. If the weekend incorporates a holiday on Friday the on-call services shall commence at 0730 hrs Friday morning. During the workweek services begin at the end of the normal workday (2300 hrs) and continue until commencement of the following workday (0630 hrs). On-call services shall be scheduled at least 4 weeks in advance. Minimum response time for on-call MRI technologist is 45 minutes from receipt of page.

2.3.2. The health care workers shall be assigned a beeper to facilitate provision of these services. The contractor is responsible for replacement costs if the beeper is lost or damaged through negligence. Historical data indicates that the on-call technologist responds on an average of 15 occurrences per year, per technologist. Average time required to provide on-call services is 2 hours. This historical data is provided for informational purposes only and not a guarantee of future use patterns.

2.4. Services of the health care worker shall not be required on the following paid holidays: New Years Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The healthcare worker shall be compensated by the contractor for these periods of planned absence.

3. ABSENCES AND LEAVE

3.1. Planned absences from assigned duties shall be requested with 30 working days advance notice, in writing, to the Commanding Officer. 8 hours of personal leave are accrued by the health care worker at the end of every 80 hour period worked. The health care worker shall be compensated by the contractor for these periods of authorized planned absence. This leave shall be used for both planned (vacation) and unplanned (sickness) absences.

3.2. If the health care worker is absent for three or more consecutive days due to illness, he or she may be required by the Commanding Officer to provide written documentation from a qualified health care provider that he or she is free from communicable disease and the cause of the health care worker's current illness. The Government

reserves the right to examine and/or re-examine any health care worker who meets this criterion. The health care worker shall be compensated by the government for these periods of authorized absence.

3.3. Any and all personal leave accrued by the health care worker will be forfeited at the expiration of his or her period of performance. If the contract is terminated for default, there will be no reimbursement for any accrued leave balance. In the event that the health care worker gives notice of employment termination, all accrued personal leave must be used within that notice period, or forfeited. Leave taken for sickness during this period shall be supported by a physician's statement of illness upon request.

3.4. RESERVED

3.5. A health care worker with a bonafide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The health care worker will reimburse the Government for all medical services provided unless the health care worker is otherwise entitled to government medical services.

3.6. Only the Commanding Officer has the authority to grant leave to the health care worker that has not been accrued, in accordance with the medical treatment facility's (MTF) policies and standards.

3.7. Authorization for planned absences may be granted by the Commanding Officer to the health care worker to attend continuing education courses and for performance of active duty responsibilities. This is in addition to absences specified in 3.1, above. The health care worker shall be compensated by the contractor for these periods of authorized planned absence. Unless authorized in advance, the Government will not reimburse the health care worker for the cost of any course tuition and/or other related education expense. The health care worker will provide proof of attendance of continuing education to the Commanding Officer upon request.

3.8. Leave Without Pay (LWOP) must be approved only by the Commanding Officer for unusual and compelling circumstances after all other leave has been exhausted.

3.9. Up to twelve (12) weeks of maternity leave "leave without pay" may be granted to the healthcare worker during the period of the task order if either of two conditions should occur: (1) the birth of a son or daughter of the healthcare worker and the care of such son or daughter; or, (2) the placement of a son or daughter with the healthcare worker for adoption or foster care. The Commanding Officer and healthcare worker will agree on the length of maternity leave. At the option of the Government and pursuant to paragraphs herein, any or all accrued leave (leave with pay) shall be first applied towards maternity leave before going into a leave without pay status.

3.10. Documented military leave for military reservists will be allowed, not to exceed 15 calendar days per calendar year, and may be taken intermittently, e.g., one day at a time. Military leave will be compensated leave. The health care worker shall follow the policy of the DTF with respect to notification of scheduled military duties to the Commanding Officer.

3.11. Administrative Leave. For unusual and compelling circumstances, (for example, weather emergencies), in which the Commanding Officer either excuses all personnel on the naval base from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the health care worker. This administrative leave may be compensated leave.

3.12. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a government furlough. In the event of a Government Furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the Technical Liaison designated in Section E that they have become critical employees.

4. DUTIES - The health care worker shall perform a full range of MRI Technologist procedures, on site using Government furnished facilities, equipment, and supplies. Workload includes scheduled and unscheduled requirements for care.

4.1. Administrative Duties. The health care worker shall:

4.1.1. Provide training and /or direction to supporting government employees (clerks, technicians, providers, etc.) assigned to them during the performance of services. Such direction and interaction will adhere to government and professional clinical standards and accepted clinical protocol.

4.1.2. Participate in clinical staff quality assurance functions at the prerogative of the department head. You may be required to maintain statistical records of your workload.

4.1.3. Participate in monthly meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of your regular working hours, you shall be required to read and initial the minutes of the meeting.

4.1.4. Participate in the provision of monthly inservice training to non-healthcare-practitioner members of the clinical and administrative staff on subjects germane to MRI services management, as necessary.

4.1.5. Attend annual renewal of the following Annual Training Requirements provided by the MTF: family advocacy, disaster training, infection control, Sexual Harassment, Bloodborne pathogens and Fire Safety.

4.1.6. Attend Composite Healthcare System (CHCS) training provided by the Government for a minimum of four (4) hours, and up to a maximum of 40 hours.

4.1.7. Attend all annual retraining classes required by the command, to include Basic Life Support Level C (BLS-C) Certification.

4.1.8. Obtain certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent within 60 days following contract award. This training and certification will be provided by the Navy.

4.2. Clinical Duties - Routine workload is scheduled by the treatment facility. Primary workload is a result of appointments scheduled through the Radiology Department or treatment facility. The health care worker is responsible for delivery of treatment within the personnel and equipment capabilities of the MTF, provision of mandated medical surveillances and preventive services, and the quality and timeliness of treatment records and reports required to document procedures performed and care provided.

4.2.1 Actual health care worker clinical activity will be a function of the overall demand for MRI services. Health care worker productivity is expected to be comparable to that of other MRI Technologists assigned the same facility and authorized the same scope of practice. The health care worker shall:

4.2.1.1. Explain to the patient the procedure to be performed and answer relevant questions. Provide for the physical and emotional comfort of the patient.

4.2.1.2. Set up patients and perform necessary adjustments and patient position as prescribed by the Diagnostic Radiologist or senior MRI Technologist.

4.2.1.3. Perform daily warm up and quality control checks of MRI equipment as per manufacturer's or technical representative's recommendations.

4.2.1.4. Perform minor troubleshooting of the MRI scanner as per manufacturer's recommendation.

4.2.1.5. Discuss the technical and patient care aspects of the patient's care as related to the patient's MRI scan with the diagnostic radiologists, attending physician, attending nurse or senior MRI technologist.

4.2.1.6. Successfully complete the MTF provided inservices in IV placement, and Radiology Department provided inservices on contrast media administration prior to assignment to these tasks.

4.2.1.7. Obtain venipuncture certification. This certification will be provided by the Government during normal working hours. Perform venipuncture in an upper extremity in order to administer contrast materials manually or by using a mechanical injector under the general supervision of a licensed physician.

4.2.2. OPERATE THE FOLLOWING EQUIPMENT:

4.2.2.1. 1.5 Tesla MRI Scanner

4.2.2.2. Kodak Model RA275 automatic film processor

4.2.2.3. Kodak Laser Camera

4.2.2.4. 3M Laser Camera

5 FAILURE AND/OR INABILITY TO PERFORM

5.1 RESERVED

5.2. Should the health care worker be unable to perform duties under this contract due to medical or physical disability for more than 13 consecutive days, performance under this contract may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance under this contract is so suspended, no reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the health care worker so long as performance is suspended.

5.3. RESERVED

5.4. Any health care worker(s) demonstrating impaired judgement, shall be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgement of a licensed physician, is impaired by drugs or alcohol.

5.4.1. Health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0002AF	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0003AF	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0004AF	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	N/A
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government
0005AF	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	N/A
0006AA	Destination	Government	Destination	Government
0006AB	Destination	Government	Destination	Government
0006AC	Destination	Government	Destination	Government
0006AD	Destination	Government	Destination	Government
0006AE	Destination	Government	Destination	Government
0006AF	Destination	Government	Destination	Government
0007	N/A	N/A	N/A	N/A
0007AA	Destination	Government	Destination	Government
0007AB	Destination	Government	Destination	Government
0007AC	Destination	Government	Destination	Government
0007AD	Destination	Government	Destination	Government

0007AE	Destination	Government	Destination	Government
0007AF	Destination	Government	Destination	Government
0008	N/A	N/A	N/A	N/A
0008AA	Destination	Government	Destination	Government
0008AB	Destination	Government	Destination	Government
0008AC	Destination	Government	Destination	Government
0008AD	Destination	Government	Destination	Government
0008AE	Destination	Government	Destination	Government
0008AF	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, the Technical Liaison, will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, HM1 Deleon is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the assigned locations according to the paragraph, Place of Performance.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001					NAVAL MEDICAL CENTER SAN DIEGO ZANNA STINSON RECEIVING LOADING DOCK 1 34800 BOB WILSON DRIVE SAN DIEGO CA 92134-5000
0001AA	POP 01-APR-02 TO 30-SEP-02	Hours	1,048.00	Dest.	Same as CLIN 0001
0001AB	POP 01-OCT-02 TO 30-SEP-03	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AC	POP 01-OCT-03 TO 30-SEP-04	Hours	2,096.00	Dest.	Same as CLIN 0001
0001AD	POP 01-OCT-04 TO 30-SEP-05	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AE	POP 01-OCT-05 TO 30-SEP-06	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AF	POP 01-OCT-06 TO 31-MAR-07	Hours	1,052.00	Dest.	Same as CLIN 0001
0002					Same as CLIN 0001
0002AA	POP 01-APR-02 TO 30-SEP-02	Hours	20.00	Dest.	Same as CLIN 0001
0002AB	POP 01-OCT-02 TO 30-SEP-03	Hours	40.00	Dest.	Same as CLIN 0001
0002AC	POP 01-OCT-03 TO 30-SEP-04	Hours	40.00	Dest.	Same as CLIN 0001
0002AD	POP 01-OCT-04 TO 30-SEP-05	Hours	40.00	Dest.	Same as CLIN 0001
0002AE	POP 01-OCT-05 TO 30-SEP-06	Hours	40.00	Dest.	Same as CLIN 0001
0002AF	POP 01-OCT-06 TO 31-MAR-07	Hours	40.00	Dest.	Same as CLIN 0001
0003					Same as CLIN 0001
0003AA	POP 01-APR-02 TO 30-SEP-02	Hours	1,048.00	Dest.	Same as CLIN 0001
0003AB	POP 01-OCT-02 TO 30-SEP-03	Hours	2,088.00	Dest.	Same as CLIN 0001
0003AC	POP 01-OCT-03 TO 30-SEP-04	Hours	2,096.00	Dest.	Same as CLIN 0001
0003AD	POP 01-OCT-04 TO 30-SEP-05	Hours	2,088.00	Dest.	Same as CLIN 0001
0003AE	POP 01-OCT-05 TO 30-SEP-06	Hours	2,088.00	Dest.	Same as CLIN 0001
0003AF	POP 01-OCT-06 TO 31-MAR-07	Hours	1,052.00	Dest.	Same as CLIN 0001
0004					Same as CLIN 0001
0004AA	POP 01-APR-02 TO 30-SEP-02	Hours	20.00	Dest.	Same as CLIN 0001

0004AB	POP 01-OCT-02 TO 30-SEP-03	Hours	40.00	Dest.	Same as CLIN 0001
0004AC	POP 01-OCT-03 TO 30-SEP-04	Hours	40.00	Dest.	Same as CLIN 0001
0004AD	POP 01-OCT-04 TO 30-SEP-05	Hours	40.00	Dest.	Same as CLIN 0001
0004AE	POP 01-OCT-05 TO 30-SEP-06	Hours	40.00	Dest.	Same as CLIN 0001
0004AF	POP 01-OCT-06 TO 31-MAR-07	Hours	40.00	Dest.	Same as CLIN 0001
0005					Same as CLIN 0001
0005AA	POP 01-APR-02 TO 30-SEP-02	Hours	1,048.00	Dest.	Same as CLIN 0001
0005AB	POP 01-OCT-02 TO 30-SEP-03	Hours	2,088.00	Dest.	Same as CLIN 0001
0005AC	POP 01-OCT-03 TO 30-SEP-04	Hours	2,096.00	Dest.	Same as CLIN 0001
0005AD	POP 01-OCT-04 TO 30-SEP-05	Hours	2,088.00	Dest.	Same as CLIN 0001
0005AE	POP 01-OCT-05 TO 30-SEP-06	Hours	2,088.00	Dest.	Same as CLIN 0001
0005AF	POP 01-OCT-06 TO 31-MAR-07	Hours	1,052.00	Dest.	Same as CLIN 0001
0006					Same as CLIN 0001
0006AA	POP 01-APR-02 TO 30-SEP-02	Hours	20.00	Dest.	Same as CLIN 0001
0006AB	POP 01-OCT-02 TO 30-SEP-03	Hours	40.00	Dest.	Same as CLIN 0001
0006AC	POP 01-OCT-03 TO 30-SEP-04	Hours	40.00	Dest.	Same as CLIN 0001
0006AD	POP 01-OCT-04 TO 30-SEP-05	Hours	40.00	Dest.	Same as CLIN 0001
0006AE	POP 01-OCT-05 TO 30-SEP-06	Hours	40.00	Dest.	Same as CLIN 0001
0006AF	POP 01-OCT-06 TO 31-MAR-07	Hours	40.00	Dest.	Same as CLIN 0001
0007					Same as CLIN 0001
0007AA	POP 01-APR-02 TO 30-SEP-02	Hours	1,048.00	Dest.	Same as CLIN 0001
0007AB	POP 01-OCT-02 TO 30-SEP-03	Hours	2,088.00	Dest.	Same as CLIN 0001
0007AC	POP 01-OCT-03 TO 30-SEP-04	Hours	2,096.00	Dest.	Same as CLIN 0001
0007AD	POP 01-OCT-04 TO 30-SEP-05	Hours	2,088.00	Dest.	Same as CLIN 0001
0007AE	POP 01-OCT-05 TO 30-SEP-06	Hours	2,088.00	Dest.	Same as CLIN 0001
0007AF	POP 01-OCT-06 TO 31-MAR-07	Hours	1,052.00	Dest.	Same as CLIN 0001
0008					Same as CLIN 0001
0008AA	POP 01-APR-02 TO 30-SEP-02	Hours	20.00	Dest.	Same as CLIN 0001
0008AB	POP 01-OCT-02 TO 30-SEP-03	Hours	40.00	Dest.	Same as CLIN 0001
0008AC	POP 01-OCT-03 TO	Hours	40.00	Dest.	Same as CLIN 0001

	30-SEP-04				
0008AD	POP 01-OCT-04 TO	Hours	40.00	Dest.	Same as CLIN 0001
	30-SEP-05				
0008AE	POP 01-OCT-05 TO	Hours	40.00	Dest.	Same as CLIN 0001
	30-SEP-06				
0008AF	POP 01-OCT-06 TO	Hours	40.00	Dest.	Same as CLIN 0001
	31-MAR-07				

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 1 April 2002 through 30 September 2002. The period of performance may be extended in accordance with the provisions set forth in the Clause, Option to Extend the Term of the Contract.

PLACE OF PERFORMANCE

The services to be furnished under this contract shall be provided at the following location:

NAVAL MEDICAL CENTER SAN DIEGO
 MANAGED CARE DEPARTMENT
 34800 BOB WILSON DRIVE SUITE 415
 SAN DIEGO, CA 92134-5000

SECTION G Contract Administration Data

TECHNICAL LIAISON

The Technical Liaison , as set forth previously in Section E of this contract, is hereby designated the technical representative of the Contracting Officer for the purpose of conducting all technical liaison duties with the contractor. Such technical representative is not authorized to direct or consent to any deviation from the specifications, scope of work and/or terms and conditions of this contract. Accordingly, no deviations thereto may be made without the prior written approval of the Contracting Officer.

POINT OF CONTACT

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name of the Principal Contracting Officer is Mrs. Shirley M. Overcash.

(b) The name and address of the Contract Specialist who is the point of contact prior to and after award is:

NAVAL MEDICAL LOGISTICS COMMAND
CODE 02, MRS. SHIRLEY OVERCASH
1681 NELSON STREET
FORT DETRICK, MD 21702-9203

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

(a) The Contractor shall submit invoices in quadruplicate with a copy of the applicable Material Inspection and Receiving Report, DD Form 250, signed by the cognizant Government representative to whom delivery was made and the date of such delivery or period of performance.

(b) Invoices shall be submitted every two weeks to:

(c) The Government shall process invoices every two weeks for payment.

HM1 DELEON
NAVAL MEDICAL CENTER SAN DIEGO
MANAGED CARE DEPARTMENT
34800 BOB WILSON DRIVE SUITE 415
SAN DIEGO, CA 92134-5000

SECTION H Special Contract Requirements

1. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

2. RESTRICTION ON THE USE OF NAVY/ARMY-AFFILIATED PERSONNEL

Without the written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any active duty Navy/Army personnel, civilian employees of the Navy/Army, or persons currently performing medical services under other Navy/Army contracts.

3. SUBSTITUTION OF PERSONNEL

(a) The contractor agrees to initiate performance of this contract using only the health care worker(s) whose professional qualifications have been determined technically acceptable by the Government as part of the source selection process.

(b) During contract performance, no personnel substitutions shall be made by the contractor without the express consent of the Contracting Officer. All substitutions requests will be processed in accordance with this clause.

(c) No personnel substitutions shall be permitted during the first 30 days of contract performance, unless they are necessitated by a health care worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, the contractor shall promptly notify the Contracting Officer and provide the information required in paragraph (d) below. After the initial 30 day period, all substitution requests shall be submitted, in writing, at least 30 days prior to the planned change of personnel. All such requests must provide the information required by paragraph (d) below.

(d) All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The contractor shall also demonstrate that the substitute health care worker(s) possess professional qualifications that are equal to or higher than the qualifications of the person to be replaced. In addition, all substitution requests shall include a Certificate of Availability signed and dated by each proposed health care worker, and any other information identified by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

4. PERSONNEL REQUIREMENTS

4.1. MINIMUM PERSONNEL REQUIREMENTS FOR ALL HEALTH CARE WORKERS -

a. The following are required:

- (1) An associate's degree or equivalent in Radiologic Technology from a program accredited by the Joint Review Committee on Education in Radiological Education (JCERT).
- (2) Current certification as a Radiologic Technician as determined by the American Registry of Radiological Technologists (ARRT).
- (3) Experience as an MRI Technologist of at least 12 months within the preceding 36 months.

- (4) Three letters of recommendation from practicing physicians or MRI supervisors attesting to the health care worker's clinical skills. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference and must be written within the preceding 5 years.
- (5) Represent an acceptable malpractice risk to the Navy. Submit a signed, detailed statement of prior or pending malpractice claims and an explanation of disposition of each.
- (6) Proof of U.S. employment eligibility per Attachment 005. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.
- (7) A written Personal and Professional Information Sheet, supporting documentation which includes an acknowledgment of the requirement set forth in Section H, paragraph 4.2, and a current resume or Curriculum Vitae, (see Attachment 002) for each individual health care worker submitted with their proposal.

4.2. REGULATORY COMPLIANCE REQUIREMENTS

a. The healthcare worker shall obtain, at Contractor expense, a statement from the healthcare worker's physician or a report of a physical examination within 60 days prior to the contract. This statement or report shall indicate whether or not the healthcare worker is free from mental or physical impairments that would restrict them from providing the services described herein. Healthcare workers hired after contract start shall provide a physical examination statement or report obtained within 60 day prior to performance of services. Expenses for all required tests and/or procedures shall be borne by the Contractor at no additional expense to the Government. Statements from the healthcare worker's physician shall contain the following information:

"Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

1. (Name of health care worker) is suffering from no physical disability that restricts them from providing services as a (specialty).

2. (Name of health care worker) is not suffering from sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty).

3. (Name of health care worker) has (circle the applicable number):

- 3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,
 - 3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,
 - 3c. Provided documentation of the healthcare worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindications only), or,
 - 3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).
4. (Name of health care worker) shows immunity to Measles, Mumps and Rubella (MMR); varicella immune status; and a current PPD reading or evaluation as specified in Section H, Paragraph 4d."

(signed)
Examining Physician

Examining Physician Information:

Name: _____

Address: _____

Telephone: _____

b. Further, the health care worker shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commander may deem necessary for preventive medicine, quality assurance, or privileging purposes. The government will provide these examinations. If the contractor chooses, a private physician or dentist may provide these examinations at no expense to the Government. Additionally the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. The Government will provide this vaccine. Although the Government will provide influenza vaccine, it may be obtained at other facilities with the healthcare worker bearing the total cost. If not vaccinated by the Government, the healthcare worker shall show proof of the vaccination. If the healthcare worker chooses to be immunized by the Government, they shall sign a waiver in accordance with MTF rules and regulations. If the healthcare worker declines the immunization, they must provide the waiver that declines the influenza vaccine. Only declinations on the basis of religious convictions or medical contraindications shall be permitted.

d. Prior to performance under this contract, the healthcare worker shall in-process using standard MTF procedures. Health care workers who have patient contact must show immunity to Measles, Mumps and Rubella (MMR) through: Serological testing which shows sero-positivity to MMR or proof of vaccination. Persons born prior to 1957 must have received one dose of MMR vaccine; persons born in 1957 or later must have received two doses of MMR vaccine. The health care worker shall provide evidence of varicella immune status or a statement of history of chicken pox. Additionally, healthcare workers must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis. The contractor is responsible for any expenses incurred for required testing.

e. The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation as scheduled by the Senior Medical Department Representative. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens.

f. Management of HIV positive health care worker shall be consistent with current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S.C Section 793) and its implementing regulations (41 CFR Part 60-741).

g. The health care worker shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.

4.3. CRIME CONTROL ACT OF 1990 REQUIREMENT

(a) Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

(b) The Government will conduct criminal background checks on all contractor employees providing child care services under this contract based on fingerprints of contractor employees obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

(c) Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set

forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

(d) With written recommendation from the Commanding Officer and the approval one level above the Contracting Officer, a contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

(e) Contractor employees shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

5. LIABILITY INSURANCE

Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

a. General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least: \$500,000 per occurrence.

b. Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

c. Worker's compensation and employer's liability. Contractors are required to comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contractor operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

MRI Technicians GS/11 \$26.83

(End of clause)

52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

(a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and

(b) any other transportation expenses if provided for in the Schedule.

52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Table of Contents		SEP-11-2001

Table of Contracts

Section J

Attachment 1	NAVMED P-117 Change 107
Attachment 2	Eligibility Statement
Attachment 3	Personal Qualifications Sheet
Attachment 4	Past Performance Table
Attachment 5	Supplement Pricing Worksheet
Attachment 6	Certificate of Availability
Attachment 7	Wage Determination

ATTACHMENT 1 - NAVMED P-117, CHANGE 107

U.S. Navy
Manual of the Medical Department
NAVMED P-117
29 October 1992

Department of the Navy

NAVMED P-117
CHANGE 107

Subj: Off-duty Remunerative Professional
Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the commanding officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the commanding officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment maybe withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises, involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded an opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.

ELIGIBILITY STATEMENT
LISTS OF ACCEPTABLE DOCUMENTS
SUBMIT ONE FROM LIST A

LIST A

Documents that Establish Both Identity and Employment Eligibility

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-698B)

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
2. ID card issued by federal, state or local government agencies of entities provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
3. School ID card with a

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. Original or certified copy of a birth

photograph

4. Voter's registration card
 5. U.S. Military card or draft record
 6. Military dependant's ID Card
 7. U.S. Coast Guard Merchant Mariner Card
 8. Native American tribal document
 9. Driver's license issued by a Canadian government authority
- For persons under age 18 who are unable to present a document listed above;
10. School record or report card
 11. Clinic, doctor, or hospital record
 12. Day-care or nursery school record

certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

4. Native American Tribal document
5. U.S. Citizen ID Card (INS Form I-197)
6. ID Card for use of Resident Citizen in the United States (INS Form I-179)
7. Unexpired employment authorization document issued by the INS (other than those listed under List a).

PERSONAL QUALIFICATIONS SHEET - MRI TECHNOLOGIST

1. Every item on the Personal Qualifications Sheet must be addressed. Please sign and date where indicated. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).
2. The information you provide will be used to determine your acceptability based on Section D. of the solicitation. In addition to the Personal Qualifications Sheet, please submit three letters of recommendation as described in Item VI. of the Personal Qualifications Sheet.
3. After contract award, all of the information you provide will be verified during the credentialing process. At that time, you will be required to provide the following documentation verifying your qualifications: Professional Training Certification, Personal and Professional Information Sheet, continuing education certificates, and employment eligibility documentation. If you submit false information, your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that you are no longer eligible for future Government contracts.
4. Health Certification. Individuals providing services under Government contracts are required to undergo a physical exam 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.
5. Practice Information:

	<u>Yes</u>	<u>No</u>
1. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
2. Have you ever been a defendant in a felony or misdemeanor case? (indicate final disposition of case in comments)	___	___
3. Has your license or certification to practice ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the State of the revocation for number 3 above.

PRIVACY ACT STATEMENT

Under 5 U.S.C. 552a and Executive Order 9397, the information provided on this page and the Personal Qualifications Sheet is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

(Signature)

_____(mm/dd/yy)
(Date)

To

X. Additional Information:

Provide any additional information such as your resume, curriculum vitae, commendations or documentation of any awards you may have received, etc.

XI. I hereby certify the above information to be true and accurate:

_____(Signature) _____(Date)(mm/dd/yy)

ATTACHMENT 4
Page 1 of 2

PAST PERFORMANCE.doc

Describe any noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page.

ATTACHMENT 4

Page 2 of 2

PAST PERFORMANCE TABLE

Contract Number	Description of Services & explain how its directly related and/or similar or relevant to this SOW	Number & type of health care workers	Location of Services	Dates of Services Provided	Name, organization, address & telephone number of a verified POC at the federal, state, local government or commercial entity for which the contract services were performed.	Number, type & severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the correction action.

ATTACHMENT 5 - SUPPLEMENTAL PRICING WORKSHEET

In accordance with Section L, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN for the first period of performance.

Minimum compensation the Health Care Worker will receive per hour:

CLIN 0001AA

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0001AB

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0001AC

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0001AD

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0001AE

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

CLIN 0001AF

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature

Date

Title

Organization

ATTACHMENT 5 - SUPPLEMENTAL PRICING WORKSHEET

In accordance with Section L, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN for the first period of performance.

Minimum compensation the Health Care Worker will receive per hour:

CLIN 0002AA

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0002AB

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0002AC

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0002AD

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0002AE

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0002AF

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature

Date

Title

Organization

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Minimum compensation the Health Care Worker will receive per hour:

CLIN 0003AA

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0003AB

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0003AC

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0003AD

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0003AE

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

CLIN 0003AF

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

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Other fringe benefits offered but not listed above (please specify):

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Date_____
Title_____
Organization

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Minimum compensation the Health Care Worker will receive per hour:

CLIN 0004AA

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0004AB

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0004AC

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0004AD

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0004AE

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

CLIN 0004AF

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

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Date_____
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Minimum compensation the Health Care Worker will receive per hour:

CLIN 0005AA

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0005AB

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0005AC

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0005AD

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0005AE

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

CLIN 0005AF

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

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Other fringe benefits offered but not listed above (please specify):

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Date_____
Title_____
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Minimum compensation the Health Care Worker will receive per hour:

CLIN 0006AA

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0006AB

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0006AC

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0006AD

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0006AE

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

CLIN 0006AF

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature_____
Date_____
Title_____
Organization

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Minimum compensation the Health Care Worker will receive per hour:

CLIN 0007AA

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0007AB

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0007AC

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0007AD

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0007AE

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0007AF

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

 Signature

 Date

 Title

 Organization

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In accordance with Section L, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN for the first period of performance.

Minimum compensation the Health Care Worker will receive per hour:

CLIN 0008AA

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0008AB

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0008AC

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0008AD

- i. Hourly Rate \$ _____
- ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

CLIN 0008AE

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

CLIN 0008AF

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour

\$ _____

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Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature_____
Date_____
Title_____
Organization

I, _____ [NAME OF HEALTH CARE WORKER/PROVIDER] hereby certify that I have agreed to provide services as a _____ (please specify health care worker position) under this solicitation at (fill in the location) _____ as a subcontractor/employee (CIRCLE ONE) for _____ [NAME OF PRIME CONTRACTOR] for the salary of \$ _____ per hour (or \$ _____ per annum). I am available to begin providing these services from _____, should the above named prime contractor be awarded this position.

Date _____

Date

ATTACHMENT 7**WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO**

WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: **1994-2057**William W.Gross
DirectorDivision of
Wage Determinations

Revision No.: 25

Date Of Last Revision: 05/31/2001

State: California

Area: California Counties of Imperial, San Diego

****Fringe Benefits Required Follow the Occupational Listing******OCCUPATION TITLE****MINIMUM WAGE RATE****Administrative Support and Clerical Occupations**

Accounting Clerk I	10.27
Accounting Clerk II	11.20
Accounting Clerk III	13.08
Accounting Clerk IV	16.26
Court Reporter	15.05
Dispatcher, Motor Vehicle	13.88
Document Preparation Clerk	10.59
Duplicating Machine Operator	10.59
Film/Tape Librarian	12.74
General Clerk I	7.56
General Clerk II	8.49
General Clerk III	11.15
General Clerk IV	13.40
Housing Referral Assistant	17.26
Key Entry Operator I	9.96
Key Entry Operator II	11.30
Messenger (Courier)	8.97
Order Clerk I	10.93
Order Clerk II	13.63
Personnel Assistant (Employment) I	12.09
Personnel Assistant (Employment) II	14.09
Personnel Assistant (Employment) III	15.53
Personnel Assistant (Employment) IV	18.16
Production Control Clerk	15.36
Rental Clerk	11.91
Scheduler, Maintenance	11.91

Secretary I	11.91
Secretary II	13.18
Secretary III	17.26
Secretary IV	19.52
Secretary V	23.06
Service Order Dispatcher	12.74
Stenographer I	11.52
Stenographer II	12.95
Supply Technician	19.52
Survey Worker (Interviewer)	13.05
Switchboard Operator-Receptionist	10.57
Test Examiner	13.18
Test Proctor	13.18
Travel Clerk I	9.33
Travel Clerk II	10.20
Travel Clerk III	11.20
Word Processor I	11.71
Word Processor II	14.40
Word Processor III	17.55
Automatic Data Processing Occupations	
Computer Data Librarian	10.70
Computer Operator I	11.46
Computer Operator II	12.83
Computer Operator III	15.39
Computer Operator IV	18.54
Computer Operator V	20.52
Computer Programmer I (1)	16.26
Computer Programmer II (1)	20.15
Computer Programmer III (1)	26.33
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.83
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.53
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.76
Automotive Glass Installer	17.45
Automotive Worker	17.45
Electrician, Automotive	18.13
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.76
Motor Equipment Metal Worker	17.45
Motor Vehicle Mechanic	18.43
Motor Vehicle Mechanic Helper	15.06
Motor Vehicle Upholstery Worker	16.81
Motor Vehicle Wrecker	17.45
Painter, Automotive	18.13
Radiator Repair Specialist	17.45
Tire Repairer	15.52
Transmission Repair Specialist	18.76
Food Preparation and Service Occupations	
Baker	12.00
Cook I	11.04
Cook II	12.00
Dishwasher	8.28

Food Service Worker	8.28	
Meat Cutter	12.97	
Waiter/Waitress	8.96	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	18.13	
Furniture Handler	13.02	
Furniture Refinisher	18.13	
Furniture Refinisher Helper	15.06	
Furniture Repairer, Minor	16.81	
Upholsterer	18.13	
General Services and Support Occupations		
Cleaner, Vehicles	9.52	
Elevator Operator	8.28	
Gardener	11.04	
House Keeping Aid I	7.59	
House Keeping Aid II	8.38	
Janitor	8.38	
Laborer, Grounds Maintenance	8.96	
Maid or Houseman	7.58	
Pest Controller	11.56	
Refuse Collector	9.52	
Tractor Operator	10.36	
Window Cleaner	9.08	
Health Occupations		
Dental Assistant	13.28	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.15	
Licensed Practical Nurse I	11.25	
Licensed Practical Nurse II	12.63	
Licensed Practical Nurse III	14.15	
Medical Assistant	9.75	
Medical Laboratory Technician	12.54	
Medical Record Clerk	12.63	
Medical Record Technician	13.25	
Nursing Assistant I	7.65	
Nursing Assistant II	8.66	
Nursing Assistant III	9.38	
Nursing Assistant IV	10.55	
Pharmacy Technician	12.01	
Phlebotomist	11.89	
Registered Nurse I	21.00	
Registered Nurse II	24.74	
Registered Nurse II, Specialist	24.74	
Registered Nurse III	29.39	
Registered Nurse III, Anesthetist	29.39	
Registered Nurse IV	35.22	
Information and Arts Occupations		
Audiovisual Librarian	19.52	
Exhibits Specialist I	16.76	
Exhibits Specialist II	19.53	
Exhibits Specialist III	23.89	
Illustrator I	16.83	
Illustrator II	19.60	
Illustrator III	23.99	
Librarian	23.06	
Library Technician	13.14	

Photographer I	13.02
Photographer II	16.76
Photographer III	19.53
Photographer IV	23.89
Photographer V	28.91
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.88
Counter Attendant	6.88
Dry Cleaner	8.51
Finisher, Flatwork, Machine	6.88
Presser, Hand	6.88
Presser, Machine, Drycleaning	6.88
Presser, Machine, Shirts	6.88
Presser, Machine, Wearing Apparel, Laundry	6.88
Sewing Machine Operator	9.06
Tailor	10.10
Washer, Machine	7.30
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.13
Tool and Die Maker	22.25
Material Handling and Packing Occupations	
Forklift Operator	13.28
Fuel Distribution System Operator	16.06
Material Coordinator	12.82
Material Expediter	12.82
Material Handling Laborer	9.82
Order Filler	10.08
Production Line Worker (Food Processing)	11.50
Shipping Packer	10.78
Shipping/Receiving Clerk	10.78
Stock Clerk (Shelf Stocker; Store Worker II)	11.90
Store Worker I	9.45
Tools and Parts Attendant	11.77
Warehouse Specialist	11.77
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.76
Aircraft Mechanic Helper	15.06
Aircraft Quality Control Inspector	21.25
Aircraft Servicer	16.81
Aircraft Worker	17.45
Appliance Mechanic	18.13
Bicycle Repairer	15.52
Cable Splicer	21.57
Carpenter, Maintenance	18.13
Carpet Layer	17.45
Electrician, Maintenance	19.95
Electronics Technician, Maintenance I	11.76
Electronics Technician, Maintenance II	18.80
Electronics Technician, Maintenance III	22.52
Fabric Worker	16.81
Fire Alarm System Mechanic	18.76
Fire Extinguisher Repairer	16.06
Fuel Distribution System Mechanic	18.76
General Maintenance Worker	17.45
Heating, Refrigeration and Air Conditioning Mechanic	18.76

Heavy Equipment Mechanic	20.37
Heavy Equipment Operator	22.87
Instrument Mechanic	19.30
Laborer	10.95
Locksmith	18.13
Machinery Maintenance Mechanic	22.42
Machinist, Maintenance	18.96
Maintenance Trades Helper	15.06
Millwright	20.04
Office Appliance Repairer	18.13
Painter, Aircraft	18.13
Painter, Maintenance	18.13
Pipefitter, Maintenance	18.76
Plumber, Maintenance	18.13
Pneudraulic Systems Mechanic	18.76
Rigger	18.76
Scale Mechanic	17.45
Sheet-Metal Worker, Maintenance	18.76
Small Engine Mechanic	17.45
Telecommunication Mechanic I	18.76
Telecommunication Mechanic II	21.75
Telephone Lineman	18.76
Welder, Combination, Maintenance	18.76
Well Driller	19.74
Woodcraft Worker	18.76
Woodworker	16.06
Miscellaneous Occupations	
Animal Caretaker	9.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	12.32
Carnival Worker	8.28
Cashier	9.99
Desk Clerk	10.06
Embalmer	19.62
Lifeguard	9.32
Mortician	19.62
Park Attendant (Aide)	11.71
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
Recreation Specialist	13.95
Recycling Worker	11.95
Sales Clerk	9.58
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.20
Survey Party Chief (Chief of Party)	21.91
Surveying Aide	14.31
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
Swimming Pool Operator	12.00
Vending Machine Attendant	11.31
Vending Machine Repairer	13.09
Vending Machine Repairer Helper	10.92
Personal Needs Occupations	
Child Care Attendant	8.07
Child Care Center Clerk	11.26
Chore Aid	9.19
Homemaker	14.12

Plant and System Operation Occupations	
Boiler Tender	18.76
Sewage Plant Operator	19.63
Stationary Engineer	20.31
Ventilation Equipment Tender	15.06
Water Treatment Plant Operator	19.63
Protective Service Occupations	
Alarm Monitor	16.41
Corrections Officer	19.09
Court Security Officer	21.07
Detention Officer	21.07
Firefighter	18.83
Guard I	8.43
Guard II	16.10
Police Officer	23.30
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.33
Hatch Tender	13.33
Line Handler	13.33
Stevedore I	14.76
Stevedore II	16.52
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.91
Air Traffic Control Specialist, Station (2)	19.25
Air Traffic Control Specialist, Terminal (2)	21.19
Archeological Technician I	15.61
Archeological Technician II	17.46
Archeological Technician III	21.64
Cartographic Technician	22.77
Civil Engineering Technician	22.87
Computer Based Training (CBT) Specialist/ Instructor	21.59
Drafter I	12.13
Drafter II	13.62
Drafter III	17.52
Drafter IV	20.42
Engineering Technician I	13.88
Engineering Technician II	15.58
Engineering Technician III	18.76
Engineering Technician IV	22.85
Engineering Technician V	27.83
Engineering Technician VI	33.69
Environmental Technician	18.18
Flight Simulator/Instructor (Pilot)	26.51
Graphic Artist	20.28
Instructor	21.59
Laboratory Technician	15.10
Mathematical Technician	19.44
Paralegal/Legal Assistant I	17.86
Paralegal/Legal Assistant II	22.39
Paralegal/Legal Assistant III	27.39
Paralegal/Legal Assistant IV	33.13
Photooptics Technician	19.93
Technical Writer	25.34
Unexploded (UXO) Safety Escort	18.33
Unexploded (UXO) Sweep Personnel	18.33

Unexploded Ordnance (UXO) Technician I	18.33	
Unexploded Ordnance (UXO) Technician II	22.17	
Unexploded Ordnance (UXO) Technician III	26.58	
Weather Observer, Combined Upper Air and Surface Programs (3)		15.82
Weather Observer, Senior (3)	17.56	
Weather Observer, Upper Air (3)	15.82	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	13.05	
Parking and Lot Attendant	6.91	
Shuttle Bus Driver	9.61	
Taxi Driver	7.85	
Truckdriver, Heavy Truck	14.33	
Truckdriver, Light Truck	9.61	
Truckdriver, Medium Truck	13.41	
Truckdriver, Tractor-Trailer	14.33	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of

skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 622110.

(2) The small business size standard is \$25,00,000,00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST

COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

Introduction and Purpose. This section specifies the format and content that offerors shall use in response to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is in the format prescribed by the following paragraphs and is comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Clarity, completeness, and responsiveness are of the utmost importance. Any proposal that does not offer as a minimum, that which is requested in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

The closing date for this solicitation is 31 Oct 01 at 2:00 PM local time (Eastern Time).

Technical Proposal

Personal Qualifications Statement (Attachment III) completed for all MRI Technologist candidates.

1. Past Performance

a. The contractor shall complete the past performance table provided as Past Performance.doc. This Microsoft Word 97™ document includes information from not more than four of their previous/current contracts that are most current and relevant to the labor categories identified in Section B. The most relevant contracts will be those which most closely match the solicitation requirements in terms of scope (MRI Services). In order to be considered relevant, services must have been provided within the last five years. In selecting the most relevant contracts, the offeror may include contracts that demonstrate the prior experience of corporate officials who will have a role in support of the requirements of the solicitation or the experience of subcontractors/teaming partners who will be used in support of the requirements of the solicitation.

b. If the offeror has no relevant past performance, they shall affirmatively state that they possess no relevant past performance within Past Performance.doc.

c. The offeror shall provide Past Performance information by completing the table contained within Past Performance.doc that includes the following:

- 1) The contract number(s).
- 2) A brief description of services provided and an explanation of how the experience is directly related and/or similar or relevant to the statement of work.
- 3) The number and type of health care workers provided, e.g., 4 MRI Technologists.

- 4) The location of services provided including facility name, city and, state.
- 5) The dates of services provided.
- 6) The name, organization, address and telephone number of a verified point of contact at the federal, state, local government or commercial entity for which the contract services were performed. The offeror is responsible for ensuring that all points of contact provided as references are current and appropriate, and that the phone numbers provided are valid.
- 7) The number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the corrective action.
- d. A single page discussion (which follows the chart) of noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page.
- e. The Government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other relevant information in its possession. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance.

Business Proposals

Your business proposal must include the following:

- a. A completed Standard Form 33. This form must be downloaded, printed, completed, and signed.
- b. An acknowledgment of any amendments issued by the Government prior to the receipt of proposals.
- c. A Completed Section K containing the Representations, Certifications and Other Statements of Offerors contained in Section K of this Solicitation. This information must be printed, and signed.
- d. The offeror shall complete Section B for CLINs/SLINs 0001 through 0008. The offeror shall complete Attachment 5, Supplemental Pricing Worksheets for CLINs/SLINs 0001 through 0008. The information provided in Supplemental Pricing Worksheets will be used to determine price realism during the evaluation of the offeror's proposal. The final negotiated health care worker compensation rates proposed within Supplemental Pricing Worksheets will be considered the lowest acceptable compensation rates to the health care worker upon award of the contract. The contractor is not prohibited from paying a range of compensation rates to recruited MRI Technologists, but under no circumstances shall the compensation rate be lower than that included in the rates shown in Supplemental Pricing Worksheets.
- e. The primary MRI Technologists shall include a completed (Attachment 6) Certificate of Availability dated and signed.

PROPOSAL SUBMISSION CHECKLIST

Offerors shall submit the following documents in a paper format.

- _____ Standard Form 33, Solicitation, Offer, and Award, signed, and dated.
- _____ Section K, completed, and signed.
- _____ Documentation to establish eligibility (Attachment 2)

- _____ Personal Qualifications Statement (Attachment 3) completed for all MRI Technologist candidates.
- _____ Past Performance (Attachment 4)
- _____ Certificate of Availability (Attachment 6), completed, and signed.

PROPOSAL EVALUATION FACTORS

- a. Proposals shall be in the form prescribed by, and shall contain a response to each of the areas identified in Section L of this solicitation.
- b. **THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITHOUT DISCUSSIONS.** It should be noted that award may be made to other than the lowest priced offer. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms. In the evaluation of all offeror's proposals, Past Performance is significantly more important than the combined price evaluation factors of Completeness, Reasonableness, and Realism.

PAST PERFORMANCE

The Government will evaluate the "risk to the Government" associated with the offeror's past performance. The Government will give greater consideration to experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk assessment. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of Scope (i.e. the type of health care workers in settings similar to the requirement [clinical environment]). Past performance will be made up of two subfactors, (1) corporate experience, and (2), the qualifications, training and experience of the proposed MRI Technologists.

The education and experience of the MRI Technologist who shall provide services under the resulting contract. Provide the resume and Attachment 3, for the MRI Technologist who will be providing services under this contract and a signed and dated. The government shall evaluate the quality of both training and experience of that individual. The offeror is encouraged to provide additional information documenting this individual's training and experience in the form of letters of recommendation or other documentation.

The government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other relevant information in its possession. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance.

BUSINESS PROPOSALS

Adequate price competition is expected for this acquisition. As indicated in Section L (above), offerors are required to furnish Supplemental Pricing Worksheets, to support all prices proposed for Section B. The Price Proposal will be evaluated with consideration to the following factors:

- (1) **Completeness.** All cost information required by the Request for Proposal (RFP) has been submitted.
- (2) **Reasonableness.** The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.
- (3) **Realism.** The proposed labor compensation rates proposed in the offeror's supplemental pricing worksheets for each CLIN or SLIN will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing to the Contract Specialist. Naval Medical Logistics Command (NMLC) must receive the questions no later than 15 calendar days after the issue date (Block 5 of SF 33) of this solicitation. NMLC will answer questions that may affect offers in an amendment to the solicitation. NMLC will not disclose the source of the questions. Questions shall be referred to:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: Code 02, Mrs. Shirley Overcash
1681 Nelson Street
Fort Detrick, MD 21702-9203
FAX: (301) 619-6793

LIMITATION OF PAYMENT FOR PERSONAL SERVICES

Under the provisions of 10 U.S.C. 1091 and DODI 6025.5, "Personal Services Contracting", implemented 6 January 1995, the total amount of compensation paid to an individual direct health care provider in any year cannot exceed the full time equivalent annual rate specified in 10 U.S.C. 1091.

REVIEW OF AGENCY PROTEST

- (a) The contracting activity, Naval Medical Logistics Command will process agency protests in accordance with the requirements set forth in FAR 33.101(d).
- (b) Pursuant to FAR 33.102(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or a protester may appeal a decision rendered by a contracting officer to the reviewing authority.
- (c) The reviewing authority for Mrs. Shirley M. Overcash is Mr. Gilbert Hovermale, Naval Medical Logistics Command, Code 02, 1681 Nelson Street, Fort Detrick, MD 21702. Agency Procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".
- (d) Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

MRS. SHIRLEY M. OVERCASH
NAVAL MEDICAL LOGISTICS COMMAND
1691 NELSON STREET, CODE 02
FORT DETRICK, MD 21702-9203

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

a. The Government will make award to the responsible offeror submitting the proposal determined most advantageous to the Government, cost and other factors considered. The evaluation of proposals will be based on an evaluation of the Technical Proposal and the Business Proposal submitted by each offeror.

b. The combined technical evaluation factors (Past Performance and technical submissions for the individual MRI Technologists) are significantly more important than price. However, the closer the merits of the technical proposals are to one another, the greater will be the importance of price in making the award determination. In the event that two or more technical proposals are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest priced offer. Awards may also be made on the basis of initial offers without discussions. Offerors are cautioned that each initial offer should contain the offeror's best terms.

c. **Business Proposals.** Business proposals will be evaluated with consideration to the following factors:

FACTOR 1: Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.

FACTOR 2: Reasonableness. The degree to which the proposed prices compare to the prices that a reasonable, prudent person would expect to incur for the same or similar services.

FACTOR 3: Realism. The offeror's prices and cost breakdown structure(s) will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

d. **Technical Proposals.** Technical Proposals submitted in response to this solicitation will be evaluated in accordance with the two technical factors listed below.

(1) Factor #1: Past Performance

(2) Factor #2: Technical Packages of individual MRI Technologists

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)